

## DECISION



THE COMPTROLLER GENERAL  
OF THE UNITED STATES  
WASHINGTON, D. C. 20548

FILE: B-209827

DATE: July 21, 1983

MATTER OF: Intermountain Research

## DIGEST:

1. GAO's function in considering objections to the technical evaluation of proposals is not to evaluate them, but to examine the record and consider whether the procuring agency's determinations have been clearly shown to be unreasonable.
2. Whether proposals are technically equal is not determined solely by the difference in the point scores. Rather, it is the procuring agency's judgment as to the significance of the difference.
3. Where an RFP solicits a firm, fixed-price contract, asks for cost or pricing data, and advises that a price evaluation would be performed, the award of a contract is not improper even though the evaluation was not performed, since the eventual contract negotiated was based on adequate price competition.

Intermountain Research (Intermountain) protests the award of a contract to Chambers Consultants & Planners (Chambers) under request for proposals (RFP) No. YA-553-RFP2-1036 issued by the Department of the Interior, Bureau of Land Management (Interior). The RFP solicited offers for a firm, fixed-price contract for a Class II Cultural Resource Inventory in the Mormon Mountains, Nevada. Essentially, this process is an examination of an area's surface and exposed profile from which data is collected to identify and record all cultural resource sites within the defined area.

We deny the protest.

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Intermountain submits that Interior did not understand the effort required to accomplish the goals of this procurement. Intermountain argues that Interior was not willing to pay a fair market price for the inventory and awarded a contract to Chambers whose offer significantly understated the manpower requirements necessary for successful completion of the inventory. In support of its position, Intermountain contends that the IP2 requirement (a two-phase inventory of 187,708 acres of which 8 percent of the acreage would be inventoried randomly in Phase I and a selected portion amounting to 2 percent would be inventoried in Phase II) cannot be met with the level of effort (man-days) proposed by Chambers. Intermountain argues that there are no industry standards for this type of contracting. However, Intermountain posits that the Government estimate and the estimates provided by the other offerors constitute data that should have been used by Interior. We note that those estimates were all higher than that proposed by Chambers. Intermountain also objects to Interior's conclusion that Chambers' proposal, which received a lower technical score than Intermountain's proposal, was considered technically equal to Intermountain's proposal.

Interior argues that its estimate of the effort necessary to meet the RFP's specifications was based on recent contracts for inventory surveys in similar areas and current cost estimates. It is Interior's position that its estimate was a valid measure for comparison and was in fact used during negotiations and award of a contract to Chambers. Interior advises that in the technical evaluation, it was determined that Chambers and Intermountain were technically equal, even though Intermountain's technical score was 6.8 points higher than that of Chambers. Furthermore, Interior points out that it found Chambers' proposed crew to be highly skilled and that the proposed field inventory and recordation methods would result in a high productivity level. We note that Interior was concerned with what it termed Chambers' conservative proposed level of effort and the excessive level of effort proposed by the other offerors. However, in its best and final offer, Chambers did propose an increase in such level. Interior's Technical Proposal Evaluation committee (committee) found that both Chambers and Intermountain could provide top quality work; but, when price was considered, Chambers was chosen for award.

The main thrust of Intermountain's protest is the technical evaluation of Chambers' proposal. In resolving cases in which a protester challenges the validity of a technical evaluation, it is not the function of our Office to evaluate proposals in order to determine which should have been selected for award. The determination of the relative merits of proposals is the responsibility of the procuring agency, since it must bear the burden of any difficulties incurred by reason of a defective evaluation. Accordingly, we have held that procuring officials enjoy a reasonable degree of discretion in the evaluation of proposals and that such determinations are entitled to great weight and must not be disturbed unless shown to be arbitrary or in violation of the procurement statutes and regulations. Airport Management Systems, Inc., B-190296, May 25, 1978, 78-1 CPD 395.

The RFP advised that the technical evaluation factors were divided into four categories. The total number of technical points available was 100, with the most important category having 50 points and the least important 10 points. In regard to price, each offeror was advised that "price would be of lesser relative importance than the four technical categories." Moreover, that fact was emphasized by the phrase that "quality performance is considered vital," which was contained under the Award Determination paragraph of section "A," Evaluation and Award Factors.

A review of the committee's narrative indicates that Intermountain's proposal was found to have the best structure. In addition, the personnel proposed and past performance were considered excellent. However, the committee found that Intermountain overestimated the amount of proposed field time for this project. This was viewed as the principal technical deficiency. Chambers' proposal was also determined to be excellent. The committee was extremely impressed with the combination of professional expertise offered by Chambers. In addition to outstanding past performance, the committee found that Chambers had a firm knowledge of Interior's needs and security problems. Nonetheless, the committee, while initially stating that Chambers' regional theoretical model was good, determined that Chambers' proposal was deficient since it did not specifically refer to the Vernon Mountains. In addition, the committee stated that the proposed field time was slightly deficient. In light of these deficiencies, the committee found that the size and field logistics were very good.

project as a strong point. During negotiations, each company was advised of its individual deficiencies and asked for a best and final offer. There was then a reevaluation of proposals which resulted in an increase in the point scores for each company (Final technical score: Intermountain 93.1; Chambers 86.3). The committee concluded that both companies could provide top quality work and their proposals were essentially equal.

Based on our review of the committee's narratives and the individual evaluation sheets, in light of the RFP requirements, we cannot say that the evaluation of the proposals or the decision to award to Chambers was arbitrary, improper or in violation of the various procurement statutes and regulations. In addition, we note that the contract was successfully completed with no changes to the terms of the contract.

In regard to Intermountain's objections to Interior's determination of technical equality despite the 6.8-point difference in technical proposals, we find such to be without merit. The use of point scores is only a guideline to intelligent decisionmaking. The critical consideration is not the difference in the scores; rather, it is the agency's judgment as to the significance of the difference. See Grey Advertising, Inc., 55 Comp. Gen. 1111 (1976), 76-1 CPD 325. Here, Interior viewed the difference as insignificant and found both proposals to be technically equal. We find that the committee's narratives, noted above, support such determination.

Furthermore, we also find that Intermountain's argument that Interior was unwilling to pay a fair market price has no merit. Interior prepared a cost estimate which totaled \$42,641 for the entire project. Intermountain's price was \$48,621 and Chambers' price was \$43,308. Intermountain contends that there were certain inaccuracies in the cost estimate which it believes should raise the cost estimate to \$46,339. To that figure Intermountain suggests that an additional 5 percent for profit should be included which would result in a more realistic estimate (\$48,656).

There is no need in this circumstance for our Office to review Intermountain's contention that Interior's cost estimate contained certain inaccuracies since this procedure was for a firm, fixed-price contract and the contract was not expected to exceed \$100,000. See Federal Procurement Regulations § 1-3.907-3 (1964 ed., amend. 202). Moreover, a cost analysis